

Amended

BILL NO. S-77-06-

30 (as amended)

Amended SPECIAL ORDINANCE NO. S- *127-77*

AN ORDINANCE approving a contract with Office Interiors, Inc. for furnishings and their installation in the New Senior Citizen Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated June 15, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Office Interiors, Inc., for:

The furnishing and Installation of the Exclusive Furnishing Lines (Chairs), ^{and} Director's Chair, ~~and Multi-Purpose Standing Chair~~ for the New Senior Citizens Center, located at 300 block, West Main Street, Fort Wayne, Indiana,

\$2,108.53
for a total cost of ~~\$21,000.00~~, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William J. Longa
Councilman

APPROVED AS TO FORM
AND LEGALITY,
[Signature]
CITY ATTORNEY

*Amended July 12, 1977 by order of Finance Committee
of Common Council as per written passed
in and strike out*

John H. Logan
Attorney for Common Council

Read the first time in full and on motion by Hunga, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Whittemore
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~EST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>✓</u>	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Whittemore
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. 8-127-77 on the 12th day of July, 1977.

Charles W. Whittemore
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Whittemore
CITY CLERK

Approved and signed by me this 13th day of July, 1977, at the hour of 2:30 o'clock _____ P. M., E.S.T.

Robert E. Elmerich
MAYOR

Bill No. S-77-06-30 (as amended)

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Office Interiors, Inc. for furnishings and their
installation in the New Senior Citizen Center

*As amended by
Committee*

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance ~~be read~~ *DO* PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James S. Stier

Vivian G. Schmidt

Paul M. Burns

DATE 7-12-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

64-214-9 5/11/77

FURNISHING BID TABULATION SHEET
SENIOR CITIZENS CENTER

FURNISHINGS FIRM	BID PACKAGE IN ORDER	BID #1 OPEN FURNISHING LINES	BID #2 EXCLUSIVE FURNISHING LINES (Desks, etc)	BID #3 EXCLUSIVE FURNISHING LINES (Chairs)	BID #4 DIRECTORS' CHAIR	BID #5 MULTI-PURPOSE STACKING CHAIR	
ANDREW'S						out	
BUSINESS EQUIPMENT	✓	\$ 27,506.60	✓	✓	✓	\$ 11,216.70	
LEWIS & CHRISTIAN	✓	31,437. ⁰⁰	7,652.15	2,120. ⁰⁰	248. ⁰⁰	✓	
MILLER EQUIP. CO.							
OFFICE INTERIORS	✓	\$ 31,920.95	9,870.03	1,899. ⁰⁰	209.53	\$ 18,900. ⁰⁰	- 02 1/2 1.
O'REILLY'S							
SHREX							

64-262-9 6/15/77

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A101, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this 15th day of June in the year of Nineteen
Hundred and seventy-seven.

BETWEEN the Owner: City of Fort Wayne, Indiana, represented by the
Fort Wayne Board of Public Works
One Main Street
Fort Wayne, Indiana

and the Contractor: Office Interiors, Inc.
4805 Illinois Road
Fort Wayne, Indiana

the Project: Furnishings and their installation in the New Senior
Citizen Center, 300 block, West Main Street, Fort
Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.
903 W. Berry Street
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The furnishing and Installation of the Exclusive Furnishing Lines (Chairs), Director's Chair, and Multi-Purpose Stacking Chair for the New Senior Citizens Center, located at 300 block, West Main Street, Fort Wayne, Indiana

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced as soon as contract receives prior approval or councilmanic approval and completed in approximately three months from that time.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Twenty-one**

Thousand Eight Dollars and Fifty-three/hundredths Dollars

(State here the lump sum amount, unit prices, or both, as desired.)

Bid #3 - \$ 1,899.00

Bid #4 - 209.53

Bid #5 - 18,900.00

Total \$21,008.53 (Contract Price)

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **last** day of each month **ninety (90%)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90%)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XX~~ up to **last day** of previous month ~~xxx~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90%)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work completed during that month. Payments will be due and payable within approximately 30 days, but not later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

1. Drawings Titled "Interior Furnishings for the New Senior Citizen Center for the City of Fort Wayne, Indiana" dated April 8, 1977, Sheets numbered:
 - F-1 - First Floor Furnishings Plan
 - Furniture Schedule
 - Wallcovering Schedule
 - F-2 - Second Floor Furnishings Plan
 - Drapery and Blinds Schedule
2. Specifications titled "Specifications for the Furnishings in the New Senior Citizen Center", dated April 8, 1977, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Divisions 1 and 2
3. Addendum #1
4. Notice to Bidders - pages 1 and 2
5. Instructions to Bidders - pages 1 and 2
6. Architect's Bid Form - page 1 and 2
7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
8. Federal Affirmative Action Bid Conditions, pages 1 through 11
9. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
10. Non-Collusion Affidavit DP 8 Page 1
11. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15 (See Attachment)

This Agreement executed the day and year first written above.

City of Fort Wayne, Indiana

Represented by

OWNER The Board of Public Works

CONTRACTOR Office Interiors, Inc.

Robert L. Messer 5/31/77

12. Equal Employment Opportunity, Affirmative Action Program, Pages 1-6
13. Bid Bond
14. Performance Bond
15. Insurance Vouchers
16. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

17. ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the

Secretary of Labor.

- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

18. Builder's Waiver of Right to Mechanic's Liens. The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens files, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

**CHUBB/PACIFIC INDEMNITY GROUP**100 William Street
New York, N. Y. 100383200 Wilshire Boulevard
Los Angeles, Calif. 90010**CERTIFICATE OF
INSURANCE**

Name and address of party to whom this certificate is issued

City of Fort Wayne,
Board of Public Works
Main Street
City County Building
Fort Wayne, Indiana

Certificate No.

☒ **FEDERAL INSURANCE CO.**
☐ **PACIFIC INDEMNITY CO.**
☐ **SUN INSURANCE OFFICE LTD.**☐ **GREAT NORTHERN INSURANCE CO.**
☐ **VIGILANT INSURANCE CO.**

Name & Address Insured

Office Interiors of Fort Wayne, Inc.
4805 Illinois Road
Fort Wayne, Indiana 46804

Name & Address Producer

O'Rourke, Andrews & Maroney, Inc.
127 W. Berry St., 1200 Commerce Building
Fort Wayne, Indiana 46801

This is to certify that the Company Indicated by X has issued to the Named Insured insurance affording such coverages as are indicated by a specific (X) entry in the Coverage column subject to the terms, conditions, and exclusions of the policy(ies) and that such insurance is in force as of (date)

TYPE OF POLICY	Coverage	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
Standard Workmen's Compensation & Employers' Liability	X	7776303521	Eff. 6/11/76 Exp. 6/11/77	Statutory—In conformance with the Compensation Law of the State of Indiana
General Liability—BODILY INJURY				<u>SINGLE LIMIT</u>
Premises-Operations	X	MP 6967037	Eff. 6/11/76 Exp. 6/11/77	\$ 300,000. Each Occurrence
Escalators	X			\$ 300,000. Aggregate-Products-Compl. Oper.
Independent Contractors	X			\$ Each Person
Products-Completed Operations	X			\$ Each Occurrence
Incidental Contractual				\$ Included Each Occurrence
Specified Contractual*				\$ Aggregate-Products-Compl. Oper.
Blanket Contractual	X			\$ Each Occurrence Aggregate
General Liability—PROPERTY DAMAGE				
Premises-Operations	X	777664610	Eff. 6/11/76 Exp. 6/11/77	\$ 500,000. Each Person
Escalators	X			\$ 500,000. Each Occurrence
Independent Contractors	X			\$ 100,000. Each Occurrence
Products-Completed Operations	X			
Incidental Contractual				
Specified Contractual*				
Blanket Contractual	X			
Automobile Liability—BODILY INJURY				
Owned Automobiles	X	777664610	Eff. 6/11/76 Exp. 6/11/77	\$ 1,000,000. Each Occurrence
Hired Automobiles	X			\$ 1,000,000. Annual Aggregate
Non-owned Automobiles	X			
Automobile Liability—PROPERTY DAMAGE				
Owned Automobiles	X			
Hired Automobiles	X			
Non-owned Automobiles	X			

* Coverage is provided for liability assumed by the Named insured for the contract between the Named Insured and dated as provided in the contractual liability coverage part attached to the policy.

Umbrella Liability	X	79239119	6/11/76 6/11/77	\$1,000,000. Each Occurrence \$1,000,000. Annual Aggregate
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THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

If the policy(ies) is cancelled or changed in such manner as to affect this certificate, the Company will mail to the party to whom this certificate is issued, at the address shown above, 10 days notice of any such change or cancellation.

This certificate shall not be valid unless signed by an authorized representative of the Company.

Authorized Representative

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That OFFICE INTERIORS OF FORT WAYNE, INC.
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are
held and firmly bound unto CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS

as Obligor, hereinafter called Obligor, in the amount of Twenty-one Thousand
Eight Dollars and no/100----- Dollars (\$ 21,008.00.....),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 31, 1977----- entered into
a contract with Obligor for furnishing and installing furnishings in new Senior
Citizens Center-----

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

Whenever Principal shall be, and be declared by Obligor to be in default under the contract, the Obligor
having performed Obligor's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligor after reasonable notice to Surety may, or Surety upon demand of Obligor may arrange for the
performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of
completing performance of the contract. If completed by the Obligor, and the reasonable cost exceeds
the balance of the contract price, the Surety shall pay to the Obligor such excess, but in no event shall the
aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or
remedies the default, that portion of the balance of the contract price as may be required to complete the
contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at
the times and in the manner as said sums would have been payable to Principal had there been no default
under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the
total amount payable by Obligor to Principal under the contract and any amendments thereto, less the
amounts heretofore properly paid by Obligor under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final
payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this 31st----- day of May----- 1977-----

OFFICE INTERIORS OF FORT WAYNE, INC

----- (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By L. H. Andrews
Louis H. Andrews Attorney-in-Fact

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That OFFICE INTERIORS OF FORT WAYNE, INC.

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the State of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto CITY OF FORT WAYNE, BOARD OF PUBLIC WORKS

as Obligor, hereinafter called Obligor, for the use and benefit of claimants as hereinbelow defined, in the amount of Twenty-One Thousand Eight Dollars and no/100----- Dollars (\$ 21,008.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 31, 1977 entered into a contract with Obligor for furnishing and installing furnishings in new Senior Citizens Center

which contract is by reference made a part hereof, and is hereafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Obligor, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Obligor shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant shall have given written notice to any two of the following: The Principal, the Obligor, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Obligor or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said contract.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 31st day of May, 1977.

OFFICE INTERIORS OF FORT WAYNE, INC.

Principal (SEAL)

AMERICAN STATES INSURANCE COMPANY
Surety

By L. H. Andrews
Louis H. Andrews Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

GERALD C. KRAMER, BERNARD M. NIEZER, LOUISE H. ANDREWS, CURTIS C. HILL,

GERALD C. KRAMER, JR., FRED L. TAGMEYER and WALTER E. MANSKE

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS - - - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of September

A. D. 19 75

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Stanley L. Riegel

Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 25th day of September, A. D. 19 75, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the said seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Debra Kay Driscoll

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Stanley L. Riegel

, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

31st

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

AMENDMENT CERTIFICATION

I, Charles W. Westerman, duly elected City Clerk of Fort Wayne, Indiana, and Clerk of the Common Council of the City of Fort Wayne, Indiana, do hereby certify that on July 12, 1977, in Regular Session of the Common Council Bill No. A-77-6-30, and Ordinance No. A-127-77 was legally amended by the Common Council through a motion made by Hings, Councilman, and seconded by Salas, Councilman. Said Amendment was voted to amend Ordinance No. A-127-77 by a vote of:

Ayes: 8
Total:

Nays: 0
Total:
absent - 1

Amended and attested on
this date 7-12-77

Charles W. Westerman
Charles W. Westerman
Clerk of the City of Fort Wayne
& Clerk of the Common Council

Amended to read:

The furnishing and Installation of the Exclusive
Furnishing Lines (Chairs) and Director's Chair,
for the New Senior Citizens Center, located at
300 block, West Main Street, Fort Wayne, Indiana,

for a total cost of \$2,108.53, all as more particularly set forth

DEPARTMENT REQUESTING ORDINANCE

BOARD OF PUBLIC WORKS

As Amended

S-77-06-30

SYNOPSIS OF ORDINANCE

AGREEMENT WITH OFFICE INTERIORS, INC. IN THE AMOUNT OF

\$21,008.53 FOR THE FURNISHING AND INSTALLATION OF THE EXCLUSIVE FURNISHING LINES

(CHAIRS), DIRECTOR'S CHAIR, AND MULTI-PURPOSE STACKING CHAIR FOR THE NEW SENIOR

CITIZENS CENTER, LOCATED AT 300 BLOCK, W. MAIN STREET. FT. WAYNE.

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE

FURNISHING AND INSTALLATION OF FURNISHINGS, CHAIRS, ETC.

EFFECT OF NON-PASSAGE

INABILITY TO FURNISH NEW SENIOR CITIZEN CENTER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

\$21,008.53 FROM 1976 REVENUE

SHARING ENCUMBERED

ASSIGNED TO COMMITTEE

Finance